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DIGEST OF OTHER RECENT VIRGINIA DECISIONS.**Supreme Court of Appeals.**

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

WAINWRIGHT et al. v. BANKERS' LOAN & INVESTMENT CO.

Sept. 14, 1911.

[72 S. E. 129.]

1. Landlord and Tenant (§ 76*)—Leases—Assignment.—Where a lease recited that the premises were to be used for hotel, billiard room, and saloon, and the lessees agreed not to use the building for any other purpose or sublet the building or any portion for any other purpose without the consent of the lessor, it was assignable.

[Ed. Note.—For other cases, see Landlord and Tenant, Dec. Dig. § 76.* 1 Va.-W. Va. Enc. Dig. 753; 9 Va.-W. Va. Enc. Dig. 193.]

2. Appeal and Error (§ 1066*)—Harmless Error—Instructions.—Where a lessee's defense to an action for rent was that the lease had been terminated by notice given by the assignee of the lease, the refusal of an instruction that the lease was assignable was prejudicial error.

[Ed. Note.—For other cases, see Appeal and Error, Dec. Dig. § 1066.* 9 Va.-W. Va. Enc. Dig. 195.]

Error to Circuit Court of City of Roanoke.

Action by the Bankers' Loan & Investment Company against W. H. Wainwright and another. There was judgment for plaintiff, and defendants bring error. Reversed.

A. B. Hunt and *Woods & McNulty*, for plaintiff in error.

Hall, Woods & Jackson, for defendant in error.

NORTH BRITISH & MERCANTILE INS. CO. v. NIDIFFER.

Sept. 14, 1911.

[72 S. E. 130.]

1. Evidence (§ 269*)—Declarations of Third Persons.—In an action on a fire policy transferred to plaintiff, in which defendant claimed that the fire was caused by plaintiff or with his consent, evidence of declarations by the original insured, about a month before the fire, that there would shortly be a big fire, which would burn up the block, and of his inquiry as to who owned the nearby buildings, and whether they were insured, was not admissible as against plain-

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.